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LEVI STRAUSS & CO.

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Attorney for Defendant
CHIMALA DESIGN, INC.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

LEVI STRAUSS & CO.,

Plaintiff,

v.

CHIMALA DESIGN, INC.,

Defendant.

Case No. C 08-02623 JF

**STIPULATION TO FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

1 Plaintiff Levi Strauss & Co. and Defendant Chimala Design, Inc. hereby stipulate to the facts
2 and conclusions contained in the attached Final Judgment and Permanent Injunction and consent to its
3 entry by the Court.

4 IT IS SO STIPULATED AND CONSENTED.
5

6 DATED: January 5, 2009

TOWNSEND AND TOWNSEND AND CREW LLP

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8 By: /s/ Raquel Pacheco
9 Raquel Pacheco
10 Attorneys for Plaintiff
LEVI STRAUSS & CO.

11 DATED: January 5, 2009

CHIMALA DESIGN, INC.

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13 By: /s/ Fredric H. Aaron
14 Fredric H. Aaron
15 Attorney for Defendant
CHIMALA DESIGN, INC.
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8 UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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11 LEVI STRAUSS & CO.,

12 Plaintiff,

13 v.

14 CHIMALA DESIGN, INC.,

15 Defendant.
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17

Case No. C 08-02623 JF

**FINAL JUDGMENT UPON
CONSENT AND PERMANENT
INJUNCTION**

18 Plaintiff Levi Strauss & Co. ("LS&CO.") has filed a Complaint alleging trademark
19 infringement, dilution, and unfair competition under federal and California law against defendant
20 Chimala Design, Inc. ("Chimala"). LS&CO. alleges that Chimala has manufactured, promoted, and
21 sold clothing, including denim jeans, that violates LS&CO.'s rights in its registered Tab Device
22 Trademark (the "Tab trademark").

23 The Court now enters final judgment based upon the following undisputed facts. Each party
24 has waived the right to appeal from this final judgment and each party will bear its own fees and costs
25 in connection with this action.

26 **I. STIPULATED FACTS AND CONCLUSIONS**

27 A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction
28 over Chimala. Venue is proper in this Court.

1 B. LS&CO. owns the Tab trademark, which is a valid and famous trademark of LS&CO.
2 and which is registered as follows for use on a variety of casual apparel:

3 a. Registration No. 356,701 (first used as early as September 1, 1936; registered
4 May 10, 1938);

5 b. Registration No. 516,561 (first used as early as September 1, 1936; registered
6 October 18, 1949);

7 c. Registration No. 577,490 (first used as early as September 1, 1936; registered
8 July 21, 1953);

9 d. Registration No. 774,625 (first used as early as May 22, 1963; registered
10 August 4, 1964);

11 e. Registration No. 775,412 (first used as early as October 9, 1957; registered
12 August 18, 1964); and

13 f. Registration No. 1,157,769 (first used as early as September 1, 1936; registered
14 June 16, 1961).

15 C. Chimala has infringed LS&CO.'s Tab trademark and engaged in unfair competition by
16 manufacturing, distributing and selling jeans that display the pocket tab illustrated in Exhibit A (the
17 "Chimala tab").

18 **II. ORDER**

19 It is hereby ordered and adjudged as follows:

20 1. Commencing as of the "So Ordered" date of this Final Judgment and Permanent
21 Injunction, Chimala, its principals, agents, employees, officers, directors, servants, successors, and
22 assigns, and all persons acting in concert or participating with it or under its control who receive actual
23 notice of this Order, are hereby permanently enjoined and restrained, directly or indirectly, from
24 doing, authorizing or procuring any persons to do any of the following:

25 a. Manufacturing, licensing, selling, offering for sale, distributing, importing,
26 exporting, advertising, promoting, or displaying any products that display any tab in the form and
27 location illustrated in Exhibit A, or any other tab that is substantially similar to the Chimala tab or to
28 the Tab trademark;

1 b. Manufacturing, licensing, selling, offering for sale, distributing, importing,
2 exporting, advertising, promoting, or displaying any products that display any tab that may reasonably
3 be believed to be as similar or more similar to the Tab trademark than the Chimala tab;

4 c. Violating the rights of Levi Strauss & Co. in and to its Tab trademark; and

5 d. Assisting, aiding or abetting any person or entity engaging in or performing any
6 act prohibited by this paragraph.

7 2. Chimala shall pay to LS&CO. the sum of \$6,500.00 within 14 calendar days from the
8 date of entry of this Judgment. If this amount is not timely paid, interest of 7% will run on the unpaid
9 balance from the date of entry of this Judgment. A check payable to Levi Strauss & CO. shall be sent
10 to Townsend and Townsend and Crew LLP addressed as follows:

11 Raquel Pacheco
12 TOWNSEND AND TOWNSEND AND CREW LLP
13 Two Embarcadero Center, 8th Floor
 San Francisco, CA 94111

14 3. In the event that Chimala violates the terms of this Judgment by making, selling or
15 offering for sale garments displaying the Chimala tab illustrated in Exhibit A, it shall pay to LS&CO.
16 liquidated damages of (a) 20% of the sales revenue received by Chimala at any time on account of
17 such garments, or (b) \$10,000, whichever is greater, and judgment shall be entered against Chimala
18 for that amount. Chimala specifically acknowledges that this is a reasonable estimate of the damages
19 to which LS&CO. would be entitled by virtue of Chimala's sales of such garments and the costs
20 LS&CO. has incurred in enforcing its rights. Such liquidated damages shall be in addition to any
21 further damages or equitable relief to which LS&CO. may be entitled with respect to future sales by
22 Chimala that violate LS&CO.'s trademark rights, but any payments made by Chimala pursuant to this
23 paragraph shall be deemed a credit against any potential award of damages under this paragraph.

24 4. This Court shall retain jurisdiction for the purpose of making any further orders
25 necessary or proper for the construction or modification of this Judgment, the enforcement thereof,
26 and/or the punishment for any violations thereof. If LS&CO. commences an action for enforcement
27 of this Judgment, the prevailing party shall be awarded reasonable attorneys' fees and costs from the
28 other party.

1 5. For the purpose of any future proceeding to enforce the terms of this Judgment, service
2 by mail upon a party or their counsel of record at their last known address shall be deemed adequate
3 notice for each party.
4

5 IT IS SO ORDERED AND ADJUDGED.

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7 DATED: 1/6/09
8 _____


The Honorable Jeremy Fogel
United States District Court Judge

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